

EXHIBIT B

**AGREEMENT
BETWEEN
RHODE ISLAND COUNCIL ON POSTSECONDARY EDUCATION
AND
COMMUNITY COLLEGE OF RHODE ISLAND
FACULTY ASSOCIATION (NEA/CCRIFA)
2018-2021**

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PREAMBLE

The Rhode Island Council on Postsecondary Education, hereinafter called the Council, and the Community College of Rhode Island Faculty Association (NEA/CCRIFA), hereinafter called the Association, enter into this Agreement as of the 1st day of July 2018 with the expectation that its implementation will enhance the ability of the Community College of Rhode Island to serve its constituents.

ARTICLE I RECOGNITION

The Rhode Island Council on Postsecondary Education recognizes the Community College of Rhode Island Faculty Association (NEA/CCRIFA) as the exclusive bargaining agent for all collective negotiations under conditions set forth in the General Laws of Rhode Island, Title 36-11, for all employees of the Community College of Rhode Island who are members of the bargaining unit outlined in the Rhode Island Labor Relations Board, Case EE No. 1984, and as outlined in Appendix "A."

ARTICLE II RIGHTS OF THE ASSOCIATION AND THE COUNCIL

- A. The Association shall have the right to conduct official business on any campus of the Community College of Rhode Island at any reasonable time provided this business does not interrupt normal college operations.
- B. The Association shall have the right to use faculty mailboxes and email for communications, including mass distribution. An Association physical bulletin board, a pipeline electronic bulletin board and a website will be made available to the Association on all campuses of the Community College of Rhode Island.
- A. Nothing contained herein shall be construed to deny or restrict the rights that any faculty member may have under the General Laws of the State of Rhode Island or other applicable laws and regulations.
- C. The Council recognizes the Association's right to have access to information relative to budget requests and authorization, staffing projections, register of professional personnel, names and addresses and salaries of all faculty in the bargaining unit, and the agenda and minutes of all Council meetings. Where material is normally available to the public, the Association will utilize the same avenues of acquisition as the public.

It is understood that this shall not be construed to require the College to compile information and statistics in the form requested which are not already compiled in that form. All requests shall be directed to the Vice President for Academic Affairs. Such requests must be acted upon within a reasonable time and the data furnished not later than ten (10) working days after receipt of such a request. These time limits may be extended by mutual agreement. Upon written request, the Association shall furnish information requested by the College.
- E. The College administration shall advise the Association of new or modified, long range institutional planning, giving the Association reasonable time to react to the plan.
- F. The President of the Association or her/his designee shall be a member of the President's

cabinet with full voting rights and shall serve on all college-wide committees dealing with budgetary or academic concerns and all committees dealing with curriculum with full vote on any such committee, expressly excluding from such college-wide committees the Council of Chairpersons.

- A. 1. There shall be a comprehensive Curriculum Review Committee composed of thirteen (13) faculty members elected by the faculty. Four (4) of the members shall be selected from the Business, Science and Technology Departments, (Engineering and Technology, Office Administration Technology, Computer Studies, Business Administration and Engineering and Engineering Technology, Biology, Chemistry, and Physics); four (4) members shall be selected from the Arts, Humanities and Social Sciences (Art, Criminal Justice and Legal Studies, Human Services, English, Foreign Languages and Cultures, Mathematics, Performing Arts, Psychology and Social Sciences); three (3) members shall be selected from the Health & Rehabilitative Sciences (ADN, LPN, and Allied Health Programs, Dental Health Programs, and Rehabilitative Health Programs), one (1) member from the Library faculty and one (1) member representing the Faculty Association. With the exception of the Faculty Association member, Curriculum Review Committee members shall come from different academic departments. As Committee Member's terms expire, nominations to fill vacancies shall come from different academic departments within the departmental groupings listed above on a rotational basis.
2. The Curriculum Review Committee shall be chaired by the Vice President for Academic Affairs or her/his designee.
1. Curriculum Review Committee members will be elected for three (3) year terms by members of the departmental clusters delineated in the previous section. They will take office in September. The first election will be held in September 1997, and all thirteen (13) members will be selected, four (4) for one-year terms, four (4) for two-year terms and four (4) for three (3) year terms. The member selected from the Faculty Association shall serve a three (3) year term. Thereafter, elections will be held each Spring for terms beginning the following September.
4. The purpose of the Curriculum Review Committee will be to consider all courses of study and programs, regardless of origin, including all experimental courses which have run for a maximum of two semesters, and to approve or reject individual courses to be offered for degree credit in existing or proposed programs. Modifications to existing courses, including changes in catalog descriptions, shall be subject to the approval of the Curriculum Review Committee. All courses affirmed by the Curriculum Review Committee are subject to approval by the President of the College. Any recommendation rejected by the President shall be returned to the Curriculum Review Committee with the President's reasons for rejection. The Curriculum Review Committee will in turn forward the rejection and the reasons to the appropriate academic unit.
5. Faculty members will present curriculum proposals to the Department Chairperson. The chairperson will seek departmental approval and forward the proposal to the appropriate academic dean for review, then to the Chairperson of the Curriculum Review Committee for inclusion on the agenda.
6. The written agenda will be distributed to all members of the Curriculum Review

Committee at least two (2) weeks prior to any meeting of the Committee.

7. Meetings of the Curriculum Review Committee will be open to all faculty as observers.

H. **Management Rights**

1. The Association recognizes that the Council, the Commissioner of Postsecondary Education, and the Administration of the Community College of Rhode Island have responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the Community College of Rhode Island to the full extent authorized by law.

- I. The Association and the Administration will have the joint responsibility for planning and implementing a program for orientation of new faculty.

ARTICLE III RIGHTS OF INDIVIDUALS

- A. "Academic Freedom" is essential to the College and its faculty and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic Freedom in its teaching aspects is fundamental to the protection of the rights of the teacher in teaching and to the students for freedom of learning. It carries with it duties correlative with rights. The teacher is entitled to freedom in the classroom in discussing her/his subject.

B. **Non-Discrimination Clause**

1. The Council and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, political affiliation, national origin, ethnicity, disability, sex, gender, gender expression and identity, sexual orientation, or age.
2. All references to employees in this Agreement designate both sexes. Wherever a gendered pronoun is used it shall be construed to include male and female employees.

C. **Meetings**

1. The Association recognizes the importance of participating in the activities of the College. General faculty meetings at the beginning of each semester are mandatory.

The Parties agree that it is in the interest of both the College and the Union to maximize faculty participation in College matters, including meetings. Whereas, however, academic year faculty often use time between semesters for further academic development, travel, as well as to attend to personal matters, the College acknowledges that it is not optimal to conduct meetings, wherein faculty input is sought, during the summer. Nonetheless, the Union acknowledges that there are occasions where the ongoing business of the College necessitates summer meetings. Therefore, the Parties agree that meetings (wherein faculty input is sought) which could not otherwise be held during the academic year may be held during the

summer. Such meetings must be authorized by the Vice President for Academic Affairs, and the college will provide the subject matter of the meeting, and reasonable notice, but in no case less than seventy-two (72) hours. Faculty participating in such meetings shall be compensated at \$75.00 per hour for a minimum of two (2) hours. Attendance shall not be mandatory, and may include remote participation (i.e., via telephone, SKYPE or other methods).

D. Personnel Files

1. The College shall maintain two (2) official personnel files for each employee who is subject to this Agreement. One (1) shall be designated as the "records file" and shall be kept in the College Personnel Office. The other shall be known as the "professional file" and shall be kept in the Office of the Vice President for Academic Affairs.
2. The "records file" shall contain all material needed by the College Personnel Office, such as, but not limited to, faculty appointment form, Rhode Island State Employee application, original copy of the State CS3, correspondence to the State Controller's Office concerning any salary adjustments due to error, loss of check, or anything that would affect the individual salary, all fringe benefit authorization forms, and change of status notification.
3. The "professional file" shall contain all papers relating to the initial employment of the employee, university transcripts, other records of educational achievement subsequent to employment with the College, evaluations of the employee prepared in accordance with the Agreement and all papers submitted therewith, and all official correspondence pertaining to hiring, retention, evaluation or promotion.
4. The "professional file" will be kept in lockable cabinets and will be available for examination in the Office of the Vice President for Academic Affairs only by the employee, the President of the College, the Vice President for Academic Affairs, the appropriate Academic Dean, and the employee's Department Chairperson.
5. The employee shall have the right to examine her/his "professional file" at any time during normal business hours and to file a response to any item found therein, provided that letters of recommendation solicited in connection with her/his employment shall not be available to the employee or her/his representative.
6. A designated member of the Association having written authorization from the employee concerned, and in the presence of a representative of the College administration, may examine the "professional file" of that employee. Such examination is also subject to the limitations of paragraph five (5) above.
7. Subject to the limitation of paragraph five (5) above, the employee shall have the right to reproduce at her/his cost all documents in her/his "professional file" or "records file."
8. Copies made of materials in an employee's "professional file" shall be permitted for official College purposes, for use at format proceedings, or grievance reviews, or for the express use of the employee, but shall not be permitted for any other purpose.

9. No anonymous material shall be placed in an employee's "professional file."
10. Materials shown to be false or unsubstantiated by a faculty member or the administration shall be removed from an employee's "professional file."
11. Unsolicited correspondence will not be placed in the "professional file" until it has been substantiated. Faculty members will be notified before any unsolicited material is placed in the "professional file."

D. Surveillance

Security cameras and other surveillance equipment will not be used to record or monitor a faculty member's performance of her/his professional duties within the classroom and labs.

ARTICLE IV FRINGE BENEFITS

A. Health Benefits

1. The State will maintain the current health benefits through December 31, 2018, through a product provided by United Healthcare, or substantially equivalent package of benefits delivered through a PPO.

Effective January 1, 2019, the State shall offer three plan designs called Anchor Plus Plan, Anchor Plan and Anchor Choice with HSA Plan. These plan design shall include the following components:

- A Medical Necessity program
- A PCP Coordination of Care program
- A Place of service Tiering for Imaging Services program
- A Cancer Support Program
- Bariatric Resource Services

2. The employee waiver shall be \$1001 (prorated at \$38.50 per pay period).

A) Anchor Plus Plan

In Network Deductible*	\$500 (\$1,000 family)
In Network Out of Pocket Max**	\$1,000 (\$2,000 family)
Out of Network Deductible	\$1,000 (\$2,000 family)
Out of Network Out of Pocket Max	\$5,000 (\$10,000 family)
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

*The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible HSA been met.

**The in-network out-of-pocket maximum is combined out-of-pocket maximum with pharmacy

out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Plus Plan:

- 1) Preventative care office visits are covered in full;
- 2) Office visit (non-preventative) PCP - \$15 copay;
- 3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);
- 4) Chiropractic care - \$15 copay;
- 5) Diagnostic tests (X-rays, blood work) – no charge;
- 6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);
- 7) Inpatient hospital – coinsurance after deductible;
- 8) Outpatient surgery - coinsurance after deductible;
- 9) Mental Health/Substance Use Disorder – in patient: coinsurance after deductible, outpatient: \$15 copay;
- 10) Emergency room - \$125 copay;
- 11) Ambulance – covered in full;
- 12) Urgent care - \$50 copay;
- 13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

B) Anchor Plan:

In Network Deductible*	\$1,000 (\$2,000 family)
In Network Out of Pocket Max**	\$2,000 (\$4,000 family)
Out of Network Deductible	\$2,000 (\$4,000 family)
Out of Out of Pocket Max	\$6,000 (\$12,000 family)
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

*The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible HSA been met.

**The in-network out-of-pocket maximum is combined out-of-pocket maximum with pharmacy out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Plan:

- 1) Preventative care office visits are covered in full;
- 2) Office visit (non-preventative) PCP - \$15 copay;
- 3) Specialist office visit - \$25/\$50 copay (higher specialist copay applies without referral under PCP Coordination of Care);
- 4) Chiropractic care - \$15 copay;
- 5) Diagnostic tests (X-rays, blood work) – no charge;
- 6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);
- 7) Inpatient hospital – coinsurance after deductible;
- 8) Outpatient surgery - coinsurance after deductible;
- 9) Mental Health/Substance Use Disorder – in patient: coinsurance after deductible, outpatient: \$15 copay;

- 10) Emergency room - \$150 copay;
- 11) Ambulance – covered in full;
- 12) Urgent care - \$50 copay;
- 13) Physical therapy, occupational therapy and speech therapy - \$15 copay.

C) Anchor Choice with HSA Plan:

Each member that enrolls in the Anchor Choice Plan with HSA shall receive an HSA contribution from the State in the amount of \$1,500 for individuals or \$3,000 for families. Fifty percent (50%) of each State HSA contribution shall be deposited on January 1st and 50% shall be deposited on July 1st during each year of the collective bargaining agreement. The State will not prorate its HSA contributions for members enrolling after January 1st or July 1st.

In Network Deductible*	\$1,500 (\$3,000 family)
In Network Out of Pocket Max**	\$3,000 (\$6,000 family)
Out of Network Deductible	\$2,250 (\$4,500 family)
Out of Out of Pocket Max	\$4,500 (\$9,000 family)
In-Network Coinsurance	10%
Out of Network Coinsurance	30%

*The family deductible is cumulative, meaning any combination of items covered by the deductible paid by family members counts toward the deductible until the full amount of the deductible HSA been met.

**The in-network out-of-pocket maximum is combined out-of-pocket maximum with pharmacy out-of-pocket maximum.

The following in-network copays shall be in effect for the Anchor Choice with HSA Plan:

- 1) Preventative care office visits are covered in full;
- 2) Office visit (non-preventative) PCP – coinsurance after deductible;
- 3) Specialist office visit – 10%/30% after deductible (higher specialist copay applies without referral under PCP Coordination of Care);
- 4) Chiropractic care - coinsurance after deductible;
- 5) Diagnostic tests (X-rays, blood work) – coinsurance after deductible;
- 6) Imaging (CT/PET Scans, MRIs) – coinsurance applies after deductible (covered in full after deductible if an imaging center is used);
- 7) Inpatient hospital – coinsurance after deductible;
- 8) Outpatient surgery - coinsurance after deductible;
- 9) Mental Health/Substance Use Disorder – in patient: coinsurance after deductible, outpatient: coinsurance after deductible;
- 10) Emergency room - coinsurance after deductible;
- 11) Ambulance – coinsurance after deductible;
- 12) Urgent care copay - coinsurance after deductible;
- 13) Physical therapy, occupational therapy and speech therapy – copay coinsurance after deductible.

Insurance

Eligible employees shall contribute toward the cost of the health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the

employee's annualized total rate and shall be via payroll deductions.

Premium sharing increases shall become effective 1/1/2019, and will be indexed by subsequent salary increases: July 1, 2019 and July 1, 2020:

Individual

Less than \$110,057	20%
\$110,057 and over	25%

Family

Less than \$55,028	15%
\$55,028 to less than \$110,057	20%
\$110,057 and above	25%

A) Anchor Plus Plan and Anchor Plan:

The drug copay for a 31 – day supply shall be as follows:

Tier 1	Tier 2	Tier 3	Tier 4
\$10.00	\$35.00	\$60.00	\$100.00

The drug co-pay by mail order shall be as follows:

Tier 1	Tier 2	Tier 3
\$20.00	\$70.00	\$120.00

Mail order network pharmacies: 3-month supply of a prescription drug for two (2) copayments. Maximum fill is a 3-month supply.

B) Anchor Choice with HSA Plan:

On the Anchor Choice Plan with HSA, members shall pay the full retail rate for most prescriptions prior to deductible. However, if the medication is listed on the pharmacy benefit manager's preventive therapy drug list, the applicable copay amount shall apply instead of the full retail rate. For all covered drugs, after the deductible is met, the applicable copay amount shall apply until the applicable OOPM is met.

Tier 1	Tier 2	Tier 3	Tier 4
\$10.00	\$35.00	\$60.00	\$100.00

The drug co-pay by mail order shall be as follows:

Tier 1	Tier 2	Tier 3
\$20.00	\$70.00	\$120.00

Mail order network pharmacies: 3-month supply of a prescription drug for two (2) copayments. Maximum fill is a 3-month supply.

The State will provide a vision/optical care program for employees.

- A. Dental: The State will provide a dental plan for the employees and their family. The coverage shall be \$1,200 through December 31, 2008.

Effective January 1, 2019, the State will provide a dental plan for employees and their families. The coverage shall be \$1,500 per calendar year, in addition to the enhancements below.

The State will offer benefit enhancements, including two buy-up options. Said modified plan enhancements shall include:

- 1) Add sealants as preventative benefits for children under age 14, covered at 100%
- 2) Remove the \$400 inside maximum for periodontal services
- 3) Increase the lifetime maximum for orthodontic services from \$850 to \$1,500
- 4) Extend coverage to dependent children to age 26

For the buy-up plans, the additional cost above the modified plan shall be paid for by the employee choosing the buy-up at 100% paid through increased premium co-shares.

- A) Vision: The State will provide a vision plan for employees and their families. Effective January 1, 2019, the State will offer benefit enhancements, including buy-up options(s). Said modified plan enhancements shall include:

- 1) Increase retail frame allowance from \$65 to \$100
- 2) Increase elective contact lens allowance from \$18 to \$30
- 3) Add a contact lens exam copay of up to \$30
- 4) Extend coverage to dependent children to age 26

Flex Plan

For the buy-up plans, the additional cost above the modified plan shall be paid for the employee choosing the buy-up at 100% paid through increased premium co-shares.

The State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

Wellness Incentives

In addition to the Diabetes Prevention Program, the following wellness incentives shall be available to employees up to a maximum of \$1,000 per year.

A) Rewards for Wellness

1. Employees participating in the State medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in the medical insurance co-share payments up to a maximum of \$500 per year. Activities shall be available for completion between January 1st and December 31st of each calendar year (an "activity year"). The earned reductions in medical insurance co-share payments shall be awarded to active employees

participating in the State's medical plan in the first half of the calendar year following each activity year.

2. The Rewards for Wellness program will integrate prevention and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, wellness coaching programs, preventative screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key point assessing an individual's overall health.

B) Annual Preventive Exam Incentive

1. Employees participating in the State's medical plan and who obtain a qualifying annual preventive exam will receive an annual one-time \$250 reduction in medical insurance co-share payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventative exams obtained during a calendar year ("exam year") shall be awarded to active employees participating in the State's medical plan for the second half of the calendar year following the exam year.
2. Employees spouses that are covered under the State's medical plan shall be eligible to participate in the Annual Preventive Exam Incentive. Employee policy holders participating in the State's medical plan whose spouse obtains a qualifying preventive exam during an exam year will receive an annual one-time \$250 reduction in medical insurance co-payments. Qualifying preventive exams are limited to the following: annual physical exam, annual gynecological exam, prenatal obstetrical exam. The earned reductions in medical insurance co-share payments for qualifying preventative exams obtained during a calendar year ("exam year") shall be awarded to active employees participating in the State's medical plan for the second half of the calendar year following the exam year.

C) Diabetes Prevention Program (DPP) Completion Incentive

Employees that attend a minimum of 20 out of the 25 sessions in the Diabetes Prevention Program (DPP), as certified by the program administrator (currently YMCA of Greater Providence), shall receive a one-time taxable \$500 cash incentive reward.

The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the term of this Agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement.

The State and the Union will meet not less than annually during the term of the collective bargaining agreement to review utilization, coverage, suppliers, and other relevant issues related to healthcare coverage.

The State will not cancel the health insurance of a covered spouse/dependent(s) for two (2) pay

periods beyond the pay period in which the death occurs if a covered bargaining unit member dies while carrying State employee health insurance, provided that spouse/dependent(s) pays the premium co-share applicable to the continuing coverage.

The State will allow a bargaining unit member to opt out of employer provided health insurance consistent with the opt-out provisions of the State's Section 125 Cafeteria Plan and applicable IRS Regulations.

If two (2) State employed spouses hired into state service on or after July 1, 2015 are covered under one State family insurance plan, the co-share set forth in this Collective Bargaining Agreement shall be determined based on the income of the higher earner of the two (2) spouses as determined by the total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State employed spouse will not receive the waiver payment.

For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e. medical, dental, and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.

Effective July 1, 2008, there will be a ten percent (10%) cap on annual premium escalation.

In the event of mid-contract changes in plan design, the parties agree to reopen the contract to negotiate the impact of those changes.

Retiree Health Insurance. Elimination of Pre-65 retiree health insurance benefit, provided, however, that employees retiring after 7/1/08 shall be entitled to purchase health coverage at the actual retiree premium rate for themselves and their spouse, Post-65 Medicare supplemental coverage only. Changes in retiree health insurance coverage to be effective 7/1/08.

The employee contribution towards retiree health coverage shall be as follows:

1/1/08 – .5% of base salary
 7/1/08 - .75% of base salary
 7/1/09 - .9% of base salary

Specific terms:

Eligible employees retiring on or after June 21, 1998 and before June 30, 2008, from active service with the BOG shall receive the same retiree health care insurance benefit that is currently offered to retiring ERS employees. The cost sharing will be as follows:

Pre 65 Medical Coverage

Years of Service	Age at Retirement	Employer's share	Employee's Share
10-15	60	50%	50%
16-22	60	70%	30%
23-27	60	80%	20%
28+	Any	90%	10%
28+	60	100%	0%
35+	Any	100%	0%

Post 65 Medicare Supplemental Coverage

Years of Service	Employer's Share	Employee's Share
10-15	50%	50%
16-19	70%	30%
20-27	90%	10%
28+	100%	0%

For employees retiring after June 30, 2008, who are not yet 65 years of age, those with at least 10 years of service who are at least 60 years of age, or those with 28 years of service at any age, may purchase health insurance coverage at the actual retiree premium rate for themselves and their spouse. The Post 65 Medicare supplemental coverage shall continue to be offered in accordance with the table above.

In addition, emergency room co-pays will increase from \$25.00 to \$30.00 and urgent care co-pays will increase from \$10.00 to \$15.00 on July 1, 2006.

The CCRIFA will receive Domestic Partner Benefits if the legislature permits it and the renegotiated Health Insurance Master State Contract includes it.

Retiree Health Insurance

Effective July 1, 2008, the pre-65 retiree health insurance benefit will be eliminated.

Effective July 1, 2008, the CCRI faculty bargaining unit will participate in the Council's retiree health plan for post-65 Medicare supplemental coverage. The employee contribution towards retiree health coverage shall be as follows:

1/1/08	.5% of base salary
7/1/08	.75% of base salary
7/1/09	.9% of base salary

Employees retiring prior to or after June 30, 2008, who are at least 65 years of age, shall receive the Post-65 Medicare supplemental coverage with the following cost sharing:

Years of Service	Employer's share	Employee's share
10-15	50%	50%
16-19	70%	30%
20-27	90%	10%
28+	100%	0%

Employees retiring after June 30, 2008 who are not yet 65 years of age, may purchase pre-65 health insurance coverage at the actual retiree premium rate for themselves and their spouses.

Eligible employees retiring on or before June 30, 2008, shall receive the same retiree health insurance benefit that is currently offered to retiring ERS employees with the following cost sharing:

Yrs. of Service	Age of Retirement	Employer's Share	Employee's share
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10-15	60	50%	50%
16-22	60	70%	30%
23-27	60	80%	20%
28+	Any	90%	10%
28+	60	100%	0%
35+	Any	100%	0%

B. Life Insurance

1. All employees covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

C. Disability Insurance

1. All employees covered by this Agreement are subject to and have the benefits of the Standard Group Insurance Policy.

D. Sick Leave

1. Sick leave shall be granted to faculty covered by this agreement. Sick leave with pay is hereby defined to mean the necessary absence from duty due to illness, childbearing, or exposure to contagious disease, and may include absence due to death in the immediate family of the faculty member or necessary attendance of a member of immediate family who is ill. "Immediate family" shall be defined as a parent, spouse, domestic partner, child (including step-child or foster child), mother-in-law, father-in-law, or other dependent family member. The faculty member shall provide the College with appropriate medical documentation from a healthcare provider caring for the person, the reason for the employee's leave, and such documentation shall state the probable duration of the employee's requested leave. Sick leave shall be granted by the College as follows:
 - a. When a faculty member is appointed, she/he will be included in the non-classified accrued leave system. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be fifteen (15) working days per year to a maximum of one hundred twenty (120) working days.
 - a. While on sick leave, a faculty member will accrue time toward promotion, seniority, graduate leave, sabbatical leave and salary increment but will not accrue time toward sick leave.
 - b. If a faculty member is unable to perform her/his duties due to illness or accident, whether or not this occurs on a day of specifically scheduled activities, she/he shall be responsible to notify the Department Chairperson as soon as possible of such illness and its anticipated duration. The Chairperson shall then convey this information along with other uses of sick leave to the appropriate Academic Dean.

2. Sick Leave Advance

Faculty who have exhausted all sick leave and vacation may be permitted to borrow eighty (80) hours of sick leave against future accumulation. If the employee is less than full-time,

sick leave will be prorated. The faculty member must provide supporting documentation from a qualified physician.

1. **Sick Leave Bank**

The Administration and the CCRI Faculty Association shall establish a Sick Leave Bank Committee, consisting of two (2) members appointed by the Faculty Association and two (2) members appointed by the Administration. Each member of the faculty may contribute one day per year of accumulated sick days to the Sick Leave Bank. To be eligible to receive sick days from the Sick Leave Bank, a faculty member must have contributed to the bank, must have exhausted all accumulated leave (sick, vacation, and personal), must present medical documentation of a catastrophic illness or injury that is not work-related, and must have borrowed two weeks of sick leave in accordance with Article IV. D.2 of the collective bargaining agreement. A faculty member meeting these criteria may request a specific number of days from the Sick Leave Bank Committee, based upon financial hardship and health prognosis. The Sick Leave Bank Committee shall decide the exact number of days a faculty member may receive from the sick leave bank up to a maximum of sixty (60) days. Decisions of the Sick Leave Bank Committee shall be final and not subject to the grievance and arbitration provisions of the contract.

4. If, after the entire sick leave allowance accrued by the faculty member has been used, she/he is still unable to resume her/his duties, she/he shall apply for a leave, with or without pay, or resign; and the decision shall rest with the President and the Council on Postsecondary Education or its designee.
5. The utilization of sick leave for academic year faculty shall be consistent with the work year as defined in Article VIB.3.a.

E. Retirement Program

1. Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Council on Postsecondary Education alternate retirement program (TIAA-CREF, Met Life, and AIG) after two (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Employees who are members of the State Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age.

F. Liability

1. Coverage shall be that which is provided by the insurance policies of the Council on Postsecondary Education.

ARTICLE V LEAVES

A. Sabbatical Leave

1. A member of the faculty who has served full time for at least six (6) years, who has the rank of assistant professor or above and who is tenured shall be eligible for a sabbatical

leave.

1. Sabbatical leaves may be granted for graduate study, post-doctoral study, research or other professional improvement for a period of one (1) year at half pay, or for one-half (1/2) year at full pay.
2. Sabbatical leave shall be granted with the understanding that the recipient shall upon the termination of this leave return to her/his duties at the College for at least one (1) year, unless by mutual agreement of the faculty member and the President it is deemed inadvisable for her/him to do so. At the close of the leave period, the faculty member shall file with the appropriate Academic Dean a detailed report of her/his professional activities during her/his absence in which she/he relates goals attained with those proposed in the leave request.
4. Upon completion of the academic year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for another sabbatical leave upon the accumulation of an additional (minimum) six (6) year period of service credit. A faculty member on sabbatical leave will accrue time towards promotion but will not accrue sick leave. Faculty members granted extended leaves of absence beyond a sabbatical leave shall not accrue time toward promotion or sick leave.
5. If a faculty member shall serve more than six (6) years before her/his first sabbatical leave, or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.
6. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of replacement or other operational difficulties, shall begin to accumulate service credit for her/his next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.
7. When on a sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the College, provided she/he is not required to perform duties detrimental to the objective for which the leave has been granted; however, if she/he accepts employment for pay during the leave period, her/his college compensation will normally be reduced by the amount necessary to bring her/his total compensation for that period to a level comparable with her/his normal professional income.
1. Nothing in this section on sabbatical leave shall be construed to mean or imply that two (2) consecutive periods of sabbatical leave after twelve (12) or more years of continuing service are permitted.
8. The interest of the College, in addition to the professional and personal needs of the individual, shall be a major consideration in granting the leave. Except in an emergency, once the sabbatical leave has been approved and the faculty member has been notified, the administration is bound to adhere to its obligations and allow the leave to be taken.
2. The amount of leave shall be calculated at the rate of one (1) month of leave for each year of service.
9. Normally, leaves shall be granted only after six (6) years of service; but under special

circumstances, leaves of shorter or longer duration may be granted, with a minimum of three (3) months and a maximum of nine (9) months. Requests for leaves of this type shall be processed through the Office of the Vice President for Academic Affairs to the President.

12. Application for leave shall be made in accordance with paragraph C.

B. Leave for Graduate Study

1. A member of the faculty who has served full time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one (1) year at one-quarter (1/4) pay with the understanding that the recipient shall, upon the termination of one (1) year, return to her/his duties at the College for at least one (1) year.
1. Application for leave shall be made in accordance with paragraph C. Shortly after her/his return to duty, the faculty member shall file with the appropriate Academic Dean a report of her/his professional activities during the absence. Only faculty on term appointments are eligible for the leave.
3. If applications for leave exceed the number that can be feasibly granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since the granting of the last leave. A faculty member on graduate leave will accrue time toward promotion but will not accrue sick leave.

C. Application for Sabbatical and Graduate Study Leave

1. Provisions for the cost of sabbatical leave shall be made in the College budget. For this to be accomplished, an application for sabbatical leave, in the form of a detailed written statement of purpose for the leave, shall be submitted by July 1, fourteen (14) months before the academic year for which the leave is requested. In exceptional circumstances, late application for sabbatical leave shall be considered.
2. A faculty member who desires a leave shall apply for leave in writing to her/his immediate supervisor, who shall send a copy of the application to the appropriate Academic Dean. The Dean shall report it to the Vice President for Academic Affairs. The immediate supervisor shall refer the sabbatical leave applications to a Board of Review composed of four (4) members, two (2) of who shall be elected by the faculty at large and who shall come from separate academic departments and two (2) of whom will be administrators appointed by the Vice President for Academic Affairs. The Board shall serve for a two (2) year period. After a decision by the Board of Review all applications shall be presented to the President for final action. Accompanying such application shall be a statement giving the reason for the leave. The Board of Review shall make every effort to present its recommendations to the President before February 1st. The President will inform faculty members of the disposition of their sabbatical leave application not later than two weeks after receiving the recommendations from the Board of Review.
3. A plan for carrying on the work during the faculty member's absence shall be developed by the applicant and her/his immediate supervisor. If the application for leave meets with disapproval at any stage, the applicant shall be notified immediately.

4. While on sabbatical leave, if the approved plan is altered or its completion is in doubt, the faculty member will contact the President as soon as possible.

D. Conditions of Return to Duty after Leave

1. Upon her/his return from sabbatical or graduate study leave, an employee's salary shall be the same as she/he would have received had the period of her/his leave been spent in the service of the Council and she/he shall be returned to the same level which she/he held at the time said leave commenced if it exists, or, if not, to a substantially equivalent level. A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.

E. Parental, Maternity, and Family Leave

1. **Parental Leave.** Faculty members with one year or more of service shall be granted six (6) weeks of paid parental leave at the birth of a child or the placement of an adopted child twelve (12) years of age or less. Faculty members should provide at least one month's notice prior to the start of the leave whenever possible. When additional time is needed beyond the six (6) weeks because of medical reasons that time may be charged to sick leave, with proper medical documentation.
2. **Maternity Leave.** Maternity leave, without pay, will be granted upon request. Whenever possible, the faculty member will notify her immediate supervisor and academic dean in writing of her intention to take maternity leave without pay sixty (60) days before to the commencement of the leave. The faculty member shall be guaranteed her position upon return subject to conditions of Article X. The total leave (including parental, sick leave and leave without pay) shall not exceed one calendar year and may be extended by mutual consent between the faculty member and the Vice President for Academic Affairs a minimum of thirty (30) days prior to the end of the leave. An early return by the employee may be made upon written notice of thirty days to the Vice President of Academic Affairs.
3. **Family Leave.** Family leave is granted by reason of serious illness of a family member. "Family" shall be defined as a parent, spouse, domestic partner, child (including step-child or foster child), mother-in-law, father-in-law, or other dependent family member. Serious illness is defined as disabling physical or mental illness, injury, impairment, or condition that involves inpatient care in a hospital, nursing home, hospice, or outpatient care requiring continuing treatment or supervision by a healthcare provider. The faculty member shall provide the College with appropriate medical documentation from a healthcare provider caring for the person, the reason for the employee's leave, and such documentation shall state the probable duration of the employee's requested leave.

A. Jury Leave

1. Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from her/his regular duties during the actual period of such jury duty and shall receive for such period of jury duty her/his regular pay and shall remit the jury duty pay received. The employee shall notify her/his immediate supervisor and appropriate Academic Dean as soon as possible.

B. Military Leave

1. Every employee covered by this Agreement who has left or shall leave her/his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in National Guard or Naval Reserve or by reason of enlistment, induction, commission or otherwise) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.
2. At the conclusion of such military leave of absence, the employee shall be returned to her/his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. The employee shall notify her/his immediate supervisor and the appropriate Academic Dean as soon as possible.

H. Military Training Leave

1. Employees covered by this Agreement, who by reason of membership in the United States Military, Naval or Air Reserve or the National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, she/he shall be granted leave without pay for this purpose. During the period of military training leave with pay, the employee shall accrue sick leave credits.
2. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service. The employee shall notify her/his immediate supervisor and the appropriate Academic Dean as soon as possible.

Leave for Professional Advancement

1. A faculty member may receive leave to attend professional academic conferences upon recommendation by the department head and approval by the appropriate Academic Dean, or her/his designee, or in the case of library faculty, by the Dean of the Learning Resources Center.
2. When a leave is approved by the Dean and funds are available, expenses will be paid by the College according to existing state travel regulation.

J. Vacation for Calendar Year Appointments

1. The annual vacation for a member of the faculty on the calendar year (twelve (12) months) basis shall total twenty-two (22) working days. Working days shall refer to five

(5) days per week, Monday through Friday, exclusive of scheduled holidays.

2. Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. However, the time and the number of days of the vacation to be taken are to be mutually agreed upon in advance by the faculty member, the Department Chairperson and the appropriate Academic Dean or Director.
3. There shall be no vacation granted for less than six (6) months of service but thereafter vacation for service during part of a year shall be prorated.

K. Leave Without Pay

1. A leave of absence without pay may be granted to a faculty member. Applications will be submitted to the appropriate Department Chairperson, appropriate Academic Dean, Vice President for Academic Affairs, and President for approval or disapproval. The leave may be extended by mutual agreement. While on leave without pay the employee shall not accrue sick leave, seniority, time toward promotion or fringe benefits.

L. Personal Days

1. Full-time faculty members on calendar year appointments shall receive four (4) days leave with pay per calendar year for the purpose of attending to personal business and/or religious observance. This personal business leave may be used for the one-half (1/2) day off on Good Friday afternoon, the one-half (1/2) day off on the day before Christmas, the one-half (1/2) day off on the day before New Year's Day, as well as for time off for other holy days. Staff members shall not be required to give a reason as a condition of utilizing this personal leave, but prior approval must be obtained from the immediate supervisor to assure that the absence does not interfere with the proper conduct of the office. Personal leave credits cannot be carried over from calendar year to calendar year.
2. The following schedule shall apply for all new employees in their first year of employment for the distribution of personal leave days: Employees appointed between January 1 and April 30 shall be entitled to four (4) personal leave days as provided in this Article. Employees appointed between May 1 and August 31 shall be entitled to three (3) personal leave days as provided in this Article. Employees appointed after September 1 shall be entitled to two (2) personal leave days as provided in this Article.

M. Bereavement Leave

1. In the event of death in the employee's family, the employee shall be entitled to absence with pay for four (4) days not chargeable to the employee's sick leave or vacation accumulation. Such family members shall include the husband, wife, child, mother, father, brother, sister, step children, foster child, adopted children, and the children of a domestic partner. In the event of the death of the employee's mother-in-law, father-in-law, grandfather or grandmother, or any other relative residing in the employee's household, the employee shall be entitled to four (4) full days not chargeable to the employee's sick or vacation leave. In either of the above situations, any needed additional days may be taken from the employee's accumulated sick or vacation leave.

- N. When an official state holiday falls on a Saturday, each full-time calendar year employee who normally has Saturday as a day off shall be credited with the number of hours in accordance with her/his work schedule. Such time shall be discharged within two (2) pay periods and shall be coordinated with the immediate supervisor.

ARTICLE VI CONDITIONS OF EMPLOYMENT

- A. Department meetings will be called as the need arises; however, no fewer than two (2) such meetings will be scheduled each semester. Except in an emergency, an agenda for all meetings will be published five (5) days in advance of the scheduled meeting.

A. **Work Load**

1. All full-time faculty shall maintain a classroom minimum of twelve (12) clock hours and a maximum of sixteen (16) clock hours with the following exception:
 - a. English Department faculty who maintain a schedule of two (2) writing courses per semester shall have a twelve (12) clock hour maximum load. An English Department faculty member who does not maintain a schedule with two (2) writing courses shall be subject to assignment of one (1) additional course.
 - b. One clock hour will equal fifty (50) minutes of classroom instruction for standard classroom courses. All laboratory, clinical and studio assignments will be met on the basis of a sixty (60) minute hour and will equal one (1) clock hour. Only laboratory courses may be assigned after 3:30 P.M.
 - c. Except for the faculty exemptions delineated in Article VI subsection B.1.a and the memorandums of agreement covering Art, Theatre, ESL and Study Skills, faculty will not be eligible for paid overload until they reach 14 hours. Overload hours taught above 14 hours will be paid at the overload rate. All hours scheduled as part of the faculty member's regular load shall be calculated as clock hours regardless of whether the courses are assigned during the day, evening, or weekend.

Example: 13 hours regular load + 6 hours overload = paid for 5 overload hours

3. **Office Hours**

- a. A weekly office schedule of six (6) hours shall be maintained by all faculty with the exception of those who carry more than fifteen (15) clock hours, who will carry a weekly office schedule of four (4) hours.

Office hours shall be posted and submitted to the appropriate chairperson.
- b. Nothing in the Agreement shall preclude any individual from voluntarily assuming more than the minimum of office hours stated.
- c. The mission of the Community College of Rhode Island depends upon frequent professional interaction between faculty members and students; hence no

exceptions shall be allowed in the minimum office hour schedule. Moreover, each faculty member and her/his Department Chairperson will make a reasonable effort to ensure that the faculty member is available to students at the College five (5) days a week; provided however that such requirement is not mandatory and may be varied according to the needs of the faculty member as approved by her/his Department Chairperson.

3. **Scheduling**

- a. The faculty are expected to conform to the official College calendar and have a responsibility to be available until the day following commencement.
- b. Schedules will be prepared by the Department Chairpersons in consultation with the departments. They will consider master schedules, Curriculum Committee guidelines, personnel serving in more than one department, campus assignments, and College policy in the development of schedules. All schedules will be submitted to the appropriate Academic Dean for approval.
- c. Requests for exceptions from the minimum class load shall be submitted to the appropriate Academic Dean for appropriate action. It is evident that subject matter, curriculum guidelines, teaching methods, i.e., team teaching, independent study, etc., will vary within and between departments, and thus, exceptions from maximum and minimum class loads will be mutually determined between the appropriate Academic Dean.
- a. The Department Chairperson will maintain a master schedule for her/his department. She/he will report weekly to the appropriate Academic Dean cancellations and reasons for such cancellations.
- d. If a faculty member's teaching load is fewer than twelve (12) clock hours, she/he may be assigned, as part of her/his normal teaching load, any course in her/his discipline for which she/he is qualified, scheduled prior to 8:00 a.m. and after 4:00 p.m.

4. **Release Time/Stipends**

- a. The College may grant release time/stipends for significant duties and responsibilities such as serving as a coordinator for a project or activity that is not otherwise a faculty duty or responsibility.
- a. Requests for release time/stipends may be initiated by a faculty member through a department chairperson or by the administration.
- b. All requests initiated at the department level must be forwarded to the appropriate academic dean for consideration. The dean shall forward all approved requests to the Vice President for Academic Affairs for final approval.
- c. When release time/stipends are initiated by the Administration, the

appropriate dean will consult with the department chairperson and faculty member to determine the potential impact of such an assignment prior to implementation.

- d. By October 15 and March 1 of each year, the College will forward to the Association a list of all approved released time/stipends.
- e. A Committee shall be formed for the purpose of reviewing non-contractual release time and stipends (if any) in order to:
 - 1. Ensure equity
 - 2. Conformance with the Collective Bargaining Agreement.

The current practice of requesting either release time or stipend shall continue and in order to facilitate the charge of the Committee, requests will be provided to the Committee upon request.

The Committee shall consist of three (3) faculty members elected by members of the CCRIFA and three (3) administrators selected by the President and/or her designee."

The Parties to this Agreement further agree that inequities or release and/or stipend arrangements inconsistent with the collective bargaining agreement will be brought into compliance as soon as is reasonably possible.

5. **Independent Study Supervision/Challenge Exams/Portfolio Review**

- a. Faculty will be compensated at the rate of \$100.00 per credit for maximum of 9 credits per semester, with prior approval of the department chairperson, appropriate academic dean and the vice president for academic affairs, for the supervision of Independent Study courses. Payment will be processed upon submission of final grades.
- a. Faculty members will be compensated at the rate of \$11.00 per student for administering Challenge exams.
- b. Faculty members interested in serving as a portfolio advisor shall inform their department chairperson prior to the commencement of the academic semester. The department chairperson will forward the names of interested faculty members to the academic dean and vice president for academic affairs. Selection of portfolio advisors shall be on an equitable, rotating basis from the list of interested faculty members.
- b. Portfolio advisors shall be compensated at the rate of \$75.00 per portfolio.

**ARTICLE VII
SUMMER AND EVENING (WEEKEND) SESSIONS**

- A. Full-time faculty shall have first priority to teach eleven (11) contact hours within their assigned discipline during the evening and weekend sessions, but in no event shall they be assigned more

than three (3) courses. Provided, however, subject to the semester limitations in the preceding sentence, during the academic year a full-time faculty member shall not be assigned more than six (6) courses or more than twenty-one (21) contact hours, whichever is greater. The College shall have the right to engage any person of its choice to teach additional courses within the assigned discipline during the summer, weekend, or evening sessions.

1. Any exception to the above may be permitted at the exclusive discretion of the Vice President for Academic Affairs.
 2. Contact hours are calculated by the amount of actual face-to-face instruction, typically two and one-half (2.5) hours per week for a three (3) credit lecture course. Effective July 1, 2020, faculty teaching night, evening, and weekend courses shall be paid at the overload rate for 2.75 hours. During the day the overload rate shall remain 3 hours.
- B. The College shall have the right to select all instructors, without regard to the foregoing priority (see A. above) for courses or programs taught on or off-campus to industrial, business, banking, or agency employees pursuant to contracts between the Community College and employers.
- C. In exceptional cases, upon the recommendation of the Department Chairperson, and only with the approval and at the discretion of the appropriate Academic Dean full-time faculty members may teach not more than four (4) of the eleven (11) contact hours referred to in "A." above during the daytime. Full-time faculty members shall be compensated at the rate in subsection E. (below) for each clock hour taught as overload during the day time.
- D. Assignments to teach summer session shall be voluntary. Faculty members will have first priority to teach two (2) courses within their assigned discipline during each summer session, and in no event may they be assigned more than two (2) courses.
- E. **Compensation Summer Sessions, Evening, Weekend, and Accelerated Terms.**

Compensation for teaching summer sessions, evening, weekend, and accelerated term courses shall be as follows:

1/1/2019	\$93.00
7/1/2019	\$95.00
7/1/2020	\$97.48

The only exception will be when the evening, summer or weekend course is part of the normal load, or the individual is on a calendar year day schedule.

- F. Compensation for library faculty who work summer session, evenings, and weekends shall be as follows:
- | | |
|----------|---------|
| 1/1/2019 | \$49.28 |
| 7/1/2019 | \$50.51 |
| 7/1/2020 | \$51.77 |

- A. Faculty members may be assigned to teach evening and weekend courses as part of their normal teaching loads, where mutually agreeable.
- B. During the summer day session, faculty members will maintain one (1) office hour per week for each three (3) hours of teaching. Such office hours shall be held at the place the course is offered and at times mutually convenient for both students and the faculty member. Nursing faculty shall schedule office hours in response to student needs. Nothing in this agreement shall preclude any

faculty member from voluntarily assuming more than the stated number of office hours.

- C. Distance learning courses taught as overload shall be compensated the same as the equivalent daytime courses.

ARTICLE VIII EMPLOYMENT AND RANKS

- A. There shall be two (2) sets of rank for members of the faculty:

<u>Set 1</u>	<u>Set 2</u>
Technical Instructor	Instructor
Technical Professor 1	Assistant Professor
Technical Professor 2	Associate Professor
Technical Professor 3	Professor

Technical ranks are available only in unusual cases to faculty members in the following departments: Engineering and Technology, and Administrative Office Technology.

- B. Other than where specifically expressed, all provisions of this Agreement will apply to all individuals holding any of the foregoing ranks.
- C. Faculty members will not be hired in ranks for which they do not meet the requirements for promotion set forth in Article XIII.
- D. Temporary faculty may be employed each year in all ranks. They are assigned temporarily to vacancies caused by the absence of faculty members on leave, or to provide instruction in emergency situations. The term of service may be for a month or two, up to a year. In no event can such appointee be given assurance of employment beyond the term indicated in this contract. Temporary faculty do not accrue time toward tenure, nor do they qualify for annual salary review, consideration for promotion, or the privilege of being granted leave.

ARTICLE IX GRIEVANCE PROCEDURE

- A. Definitions.

1. For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Council and the Association or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement that shall be presented in writing.

- A. There shall be a grievance procedure as follows:

1. The aggrieved may file her/his written grievance with the President or his/her designee, no later than fifteen (15) working days following the day the grievant knew or should have known of the act, event, or commencement of the condition which is the basis of the grievance.

2. College Level – Step 1. The aggrieved shall discuss her/his grievance the President or his/her designee, who shall attempt to resolve the grievance within five (5) working days of its receipt and shall render a written decision to the grievant with copies to the President and the President of the Association no later than five (5) working days after having heard the grievance.
3. Postsecondary Commissioner Level – Step 2. If the grievance is not satisfactorily resolved through Step 1, the grievant or the Association may submit the grievance in writing to the Commissioner, the agent who has been designated to hear grievances on behalf of the Council or her/his designee within ten (10) working days following completion of Step 1. A copy of all materials which came forth in the grievance procedure to that level shall be enclosed. Within ten (10) working days of the receipt of the grievance, the Commissioner or her/his designee shall hold an informal hearing with the grievant and an Association Representative. The Commissioner or her/his designee shall communicate her/his decision in writing to the aggrieved employee, the appropriate dean, the President, and the Association President within fifteen (15) working days of her/his receipt of the grievance.
4. Arbitration – Step 3. If a grievance is not settled under Step 3 above, such grievance shall only at the request of the Association or the Council be referred to the Labor Relations Connection.
5. All submissions to arbitration must be made within ten (10) working days after the grievance procedure decision under Step 2 above.
6. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties of this Agreement.
7. Only grievances arising out of the provisions of this Agreement relating to the application or interpretation thereof may be submitted to arbitration.
8. The arbitration proceedings shall be private and only parties of interest shall be allowed to attend the proceedings unless mutually agreed to otherwise by the parties.

B. General Provisions

The above procedure supersedes all previous grievance procedures.

1. No grievance may be brought by a member of the bargaining unit against another member of the bargaining unit.
2. Any class action grievance can only be filed by the Association with the grievance starting at the President's level.
3. No reprisals of any kind shall be taken by the Council or any agent thereof against any party in interest, any witnesses, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made by both parties to this Agreement to expedite the process.
5. The Council agrees to make available to the aggrieved and/or her/his representative upon request all documents relevant to the grievance not privileged under the law which are within the possession of the Council.
6. Throughout this Article, the term "working days" shall mean Monday through Friday whether or not classes are in session and shall exclude weekends and holidays.
 - a. Example: Day One is a Wednesday. Following the next weekend, Monday is a holiday and classes are cancelled due to inclement weather on Tuesday. The 10th working days is the second Wednesday after Day One.

D. Rights of the Grievant, the Association, and the Council

1. The grievant, the Association, and the Council, or its designated representative(s) shall have the following rights:
 - a. To be present at the hearing(s)
 - b. To hear testimony given.
 - c. To give testimony in her/his (their) behalf.
 - d. To call upon others to give testimony in her/his (their) behalf.
 - e. To question, either personally or through counsel of her/his (their) representative, any person giving testimony.

E. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
2. Failure at any step of this grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

**ARTICLE X
TERMINATION AND RETRENCHMENT**

A. Term Appointments

1. Term Contract Subject to Non-Renewal Procedure.

A faculty member may receive a term contract of one (1), or two (2), or three (3) years at the discretion of the President on recommendations of the Department Chairperson and the appropriate Academic Dean. Faculty members shall be

evaluated yearly.

2. **Non-Renewal.** Written notice stating the reason that a term appointment is not to be renewed upon expiration is to be given to the employee by the President or her/his representative as soon as possible and not less than:
 - a. Three (3) months prior to the end of a term expiring at the end of such employee's first year of service within the institution, but no later than March 1 for terms ending in June or August.
 - b. Six (6) months prior to the end of a term expiring at the end of such employee's second year of service within the institution, but not later than December 15 for terms ending in June or August.
 - c. Twelve (12) months prior to the expiration of such an appointment after two (2) or more years of service within the institution.
 - d. In rare circumstances the above time limits may be waived and a faculty member may be dismissed or suspended when the President deems it to be in the best interest of the College. This action will not be arbitrary or capricious. The faculty member involved may challenge this action through the grievance procedure. If the grievance is sustained, the faculty member will receive any benefits lost as a result of the President's action.

B. Tenure

1. The institution during a period of six (6) years has the opportunity to observe and evaluate the capabilities and the performance of a faculty member. Each time a faculty member's contract comes up for renewal, the administration is charged with the responsibility of judging all the qualifications of that faculty member. This judgment should be active, not passive.
2. Upon this judgment must be based a decision to reappoint those who have performed satisfactorily, or to refuse to renew the contracts of those who have not performed satisfactorily. No system of tenure will be effective if it is not administered with fairness and firmness. When a faculty member has served six (6) years, and has, thus, been found worthy of retention by the institution, the institution shall recommend to the Council on Postsecondary Education that the faculty member merits tenure, and tenure shall be granted. (Regardless of time served at the institution, any untenured faculty member who is promoted from assistant professor to associate professor, or from associate professor to professor, shall be recommended to the Council on Postsecondary Education as worthy of tenure.)
3. Tenure shall take effect on either January 1, or July 1, depending on the faculty member's date of hire (fall or mid-year), in conjunction with promotion, or immediately following the completion of a faculty member's sixth year of service to the College.
4. All new faculty hired on or after 7/1/2020 will be required to obtain the rank of associate professor or full professor, whichever is appropriate, as of the sixth year in order to obtain tenure and continued employment. Non-renewal shall be made on a case-by-case basis taking into consideration (a) extenuating circumstances, and/or (b) substantial

compliance.

C. Fair Discipline and Discharge:

1. The President and the Council on Postsecondary Education may suspend or dismiss a faculty member. No faculty member will, however, be suspended, dismissed, or reduced in rank or compensation without due cause. "Dismissal," for the purpose of this Agreement, shall include, but shall not be restricted to, non-renewal of contract for any faculty member without tenure, denial of tenure after the sixth (6th) year, or dismissal during the year.

The parties wish to encourage open communication between administrators and faculty and agree that, whenever possible, problems should be resolved informally before the disciplinary procedures are initiated. The parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.

The parties agree that, except for serious misconduct, dismissal should only occur as their final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

Discipline shall be for just cause. Members of the faculty may be disciplined by dismissal, suspension, or any lesser form of discipline including, but not limited to, the following reasons:

- a. Gross Incompetence;
- b. Neglect of Duty;
- c. Moral turpitude;

Disciplinary proceedings shall be initiated by the President of the College, who shall serve written notice upon the faculty member. The notice shall include the charges and the proposed penalty.

Within 15 days of service of the written notice of intent to prefer charges, a meeting shall be conducted by the President or her/his designee, with the faculty member who may be accompanied by NEARI legal counsel, or a representative of the CCRIFA, to discuss the notice, the proposed charges, the proposed penalty, and the basis of the charges.

Within 15 days of the meeting, the President shall issue a written determination. Within ten (10) working days of receipt of the President's decision, the faculty member may either accept the decision or file a grievance. Such grievance will be filed with the Commissioner for Higher Education. If the grievance is not resolved with the Commissioner, such grievance shall at the request of the faculty member be referred to arbitration, consistent with Article IX, Section B.4 of the contract.

- D. Retrenchment as the result of financial or program curtailment shall be applied in the following

manner:

- a. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department or program, as appropriate.
2. Under the normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:
 - a. Among the part-time employees in the department or program before full-time employees are terminated.
 - a. Among full-time employees holding academic rank, such termination shall be made from those holding temporary appointments, and from those holding term appointments before the termination of employees holding tenure. Such removal shall be made in the inverse order of appointment within each such group.
 - b. Among full-time professional employees, such termination shall be made in the inverse order of original appointment, provided, however, such removal shall be made from among employees having temporary appointments before the removal of employees having term appointments.
3. The Council will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide all faculty members with at least one (1) semester notice.
4. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the College for a period of two (2) years, and must accept such offer within fifteen (15) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The College shall make every reasonable effort to place an incumbent so separated within the College, provided that a suitable position for which the person is otherwise qualified is available for such appointment.
5. The original appointment shall mean the date of first appointment to College Service, followed by continuous and uninterrupted service within the College up to the time of reduction and abolishment of positions. Authorized leave of absence at full salary or without salary shall not be deemed an interruption of service with the College. In the event an incumbent believes such date has been incorrectly determined, she/he shall so advise the College, and indicate the date she/he believes to be correct. No course of study within a department may be taught by a non-member of the bargaining unit, after retrenchment of any faculty member, whose teaching duties encompassed the teaching of that particular course.

For faculty hired after July 1, 2008, original appointment shall mean service in the CCRI faculty bargaining unit.

ARTICLE XI FACULTY PARTICIPATION IN SELECTION PROCESS

A. Selection of Deans

Whenever a vacancy occurs in one of the positions mentioned, the President shall appoint an advisory committee to assist in filling the vacancy. Ordinarily, the committee shall have five (5) members drawn from segments of the College most immediately concerned, or who have special knowledge of the requirements of the position to be filled. Three (3) faculty members elected by the faculty, shall be included, and student member(s) shall be appointed when deemed appropriate. Candidates for the position will not be eligible to serve on such committee. The committee membership may be enlarged when wider representation of interest is desirable. The committee will select its own chairperson.

2. The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, a suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

B. Selection of Vice Presidents

1. When the search for a Vice President is the responsibility of the College, the provisions of Section A. of this Article shall apply.
2. When the search for a Vice President is undertaken by the Council on Postsecondary Education, the procedures determined by the Council will be followed.

A. Posting of Positions

1. All new and vacant positions shall be posted on the bulletin board for one (1) week. All employees applying for such vacancies shall make a request in writing to the appropriate officer not later than ten (10) days after the end of the posting period.

B. Initial Appointment

1. New faculty shall be recommended initially by the Department Chairperson after consultation with the Departmental Advisory Committee or the whole department. The final decision on appointment of any new faculty member shall be made by the President upon the recommendation of the Vice President for Academic Affairs who will consider the recommendation of the appropriate Academic Dean and the Department Chairperson. The Department Chairperson shall be notified of the reasons for rejection of a recommendation for appointment. Every reasonable effort will be made to ensure that Department Chairpersons are informed of new faculty appointments at least two (2) weeks prior to the beginning of the semester.

- A. Employees who apply for new or vacant positions within the collective bargaining unit shall be granted an interview, and if not selected for the position, given written reasons for same.

**ARTICLE XII
DEPARTMENT CHAIRPERSON**

- A. No department shall exist with less than six (6) members. Every department shall have a Chairperson.

B. Role of Department Chairperson

1. The Department Chairperson is responsible to and evaluated by the appropriate Academic Dean and the members of the department and serves as both a leader for the department and a liaison between the department and the appropriate Academic Dean. The Chair shall be a faculty member with administrative responsibility for the program(s) and facilities of the department. The Chair shall lead curriculum and program development in collaboration with full-time department members. The Chair shall be responsible for the scheduling and evaluation of the instructional and administrative processes of the department and make recommendations to the Dean on these matters. The Chair shall evaluate department members using all available materials including student and peer evaluations and report the evaluations and supporting materials as required. The Chair shall recommend appointments, reappointments, promotions, tenure and dismissals of department members. She/he shall ensure adequate supervision of instruction. The Chair shall be responsible for dissemination of information in a timely manner to department members on all matters of importance to the department. The Chair shall carry out such other duties as are set forth elsewhere by the College and are consistent with this Agreement.
2. The Department Chairperson shall carry out these activities in consultation with department members where appropriate.

A. Selection of Department Chairperson

1. During the month of February of the third year of the term of a Department Chairperson whose term is to expire on June 30, or within one (1) month of the declaration of a vacancy, faculty in an academic department shall meet for the purpose of electing an individual to serve as Chairperson. All members of the department shall be notified two (2) weeks prior to the meeting of the time, place and purpose of the meeting.
2. All faculty in the department who are members of the bargaining unit are eligible to run for election and to vote. A majority of the department faculty shall constitute a quorum for the purpose of conducting the election to select an individual to serve as Department Chairperson.
3. The willingness of each nominee to serve as a Department Chairperson will be confirmed prior to the selection.
4. The Department Chairperson shall be elected by a majority vote of the faculty present at the meeting. The voting will be by secret ballot. If no candidate receives a majority, a run-off election will be held between the top two (2) vote getters.
1. The results of the election shall be made known as soon as possible by the Department Chairperson. The Department Chairperson shall transmit in writing the results of the

election to the President.

2. The President shall receive notice of the department's choice and shall appoint him.
3. Normally, the process for selection of a Chairperson will be completed by March 31 or within two (2) months of a declared vacancy.
4. If the Department has no candidate and a faculty vacancy exists within the Department, outside candidates may also be considered. The Department Search Committee will forward a recommendation to the appropriate Dean for hiring a new faculty member/department chairperson.

D. Dismissal of Department Chairperson

If in the opinion of the President, the Department Chairperson is not fulfilling her/his responsibilities, the President may terminate the appointment of the Chairperson. The notice of dismissal shall contain a statement of reasons.

A. Removal of Chairperson

1. When faculty members perceive problems between themselves and the Chairperson of their department, they should bring such problems to the attention of the appropriate Academic Dean. The latter should attempt to resolve the difficulties.
2. If the problems are not resolved, one quarter (25%) or three (3) members of the full-time faculty in the department (excluding the Chairperson) whichever is greater, may call for removal of the Chairperson via a petition, signed by all of the petitioning faculty members, with the reasons for the call specifically identified.
3. The Chair, in abiding by the terms of the contract, must convene a departmental meeting within three weeks, providing two weeks' notice of the location and purpose of the meeting. Two-thirds (2/3) of the department faculty shall serve as a quorum for a meeting to vote to remove the Chairperson; the vote to remove a chairperson will require a majority of those present and voting.
4. In the event that the Chairperson is removed, the Vice President for Academic Affairs, or her/his designee, shall call for a departmental meeting for the election of a new Chairperson within two weeks. Such election shall be conducted in accordance with Article XII (C).

F. Position after Resignation

1. A Chairperson may resign her/his position at any time within the specified appointment period without prejudice. While she/he will normally give notice of one (1) year, she/he may step down at any time.
- A.** Department Chairpersons will carry teaching loads of no less than four (4) and no more than nine (9) clock hours per semester. Exceptions to these minima and maxima may be arranged under appropriate circumstances with the appropriate Academic Dean.

The Dean of Learning Resources shall ensure that the Chairperson of the Library shall have a load reduction comparable to other Department Chairs.

- B. Effective July 1, 2019, supplements in the amount of \$5,000 will be paid for responsibilities which are unique to the position of Department Chairperson. However, no person presently serving as a Department Chairperson shall have her/his present stipend reduced as a result of this provision. The supplement shall not be part of the Chairperson's base salary and must be relinquished when she/he vacates the position.

Supplements in the amount of \$3,500 will be paid to Department Chairpersons for responsibilities performed between Commencement and Opening Day. These duties include arranging course schedules, assigning faculty to courses, recruiting and scheduling adjuncts and visiting lecturers, and those duties that result from course cancellations for Summer Sessions, and the fall semester.

It is understood that an academic year Chairperson cannot be required to perform work or duties other than as specified above. It is also recognized that Chairpersons are not prohibited from volunteering to assist the College during the period between Commencement and Opening Day. These tasks are to be performed at the discretion of the Chairperson.

I. Duration of Appointment

1. The Department Chairperson shall serve for a three (3) year term, at the end of which time she/he may run for reelection. There will be no limit to the number of terms a Chairperson may serve.

J. Department Chair Evaluation

The Chair evaluation process and evaluation instrument shall be mutually agreed to by the CCRIFA and the College. Such agreement will also include the evaluation of administrators by Chairs.

ARTICLE XIII PROMOTION

A. Requirement for Promotion

1. From Instructor to Assistant Professor

- a. An instructor will be eligible for promotion to the rank of assistant professor when, other conditions of this Article having been completed, she/he is an effective teacher, has received a master's degree, and has, over the course of time in rank, shown evidence of professional growth.
- b. One (1) year contracts will be given to instructors for a maximum of four (4) years. At the end of each contract year, the instructor will be eligible for (1) reappointment in rank, (2) contract termination, (3) or promotion. Within the third (3rd) year of service, if it is known that the instructor will not, or cannot,

be promoted at the end of the fourth (4th) year, the instructor who remains through the fourth (4th) year with the assurance of reappointment at the end of that year, must also be assured of promotion to the rank of assistant professor at the beginning of the fifth (5th) year. If, however, an instructor has been hired with less than a master's degree, she/he must at least possess a master's degree before she/he will be promoted to the rank of assistant professor. Individuals not promoted to the rank of assistant professor will continue to advance on the salary scale of the instructor rank until they reach the top step thereof.

2. From Assistant Professor to Associate Professor

- a. An assistant professor will be eligible for promotion to the rank of associate professor, when, other conditions of this Article having been complied with, she/he is an effective teacher, has received a master's degree plus an additional thirty (30) graduate credits, and has over the course of time in rank shown evidence of professional growth. Either the master's degree or the thirty (30) credits must be in or related to the faculty member's teaching field. A terminal degree (e.g. MFA, JD, MSW, MLS) shall be recognized as the equivalent of a master's degree plus an additional thirty (30) graduate credits. A professional certificate (e.g. CPA) may be recognized as the equivalent of an additional thirty (30) graduate credits when the Department Chair and the Dean are in agreement that the faculty member has demonstrated that this represents the equivalent of thirty (30) graduate credits.
- b. The promotion of assistant professor shall not be automatic. The policy of the College, however, shall be to consider six (6) years as the usual period of time to be spent in the rank of assistant professor before consideration for advancement to the next rank. Individuals not promoted to the rank of associate professor will continue to advance on the salary scale of the assistant professor rank until they reach the maximum of the salary scale. Nothing in this paragraph shall be construed to mean that an assistant professor cannot be promoted before the end of six (6) years.
 - a. Exceptions such as are warranted may be made to the requirement of thirty (30) additional graduate credits for promotion to the rank of associate professor.
 - (1) Such exceptions, however, shall be provided for in a plan to be initiated by the faculty member, developed with her/his Department Chairperson, and approved by the appropriate Academic Dean. In the event the faculty member, the Department Chairperson and the appropriate Academic Dean cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If she/he cannot, the faculty member shall be promoted only when she/he meets the requirements set forth in 2.a above.
 - (1) In no event will the plan provide for less than two-thirds (2/3) of the required credits to be for graduate courses at accredited educational institutions, or recognized continuing education units, and for credit

equivalents from educational programs offered by professionally recognized non-collegiate institutions and organizations. The remaining one-third (1/3) of the required credits may consist of planned educational experiences deemed appropriate for the particular faculty member. However, in the Fine Arts Disciplines, the requirement for the thirty (30) credits in addition to a master's degree may be partially substituted by appropriate experiences in the discipline which have been evaluated by qualified outside consultants selected by the Department Chairperson and the appropriate Academic Dean.

3. From Associate Professor to Professor

- a. An associate professor will be eligible for promotion to professor when, other conditions of this article having been complied with, she/he is an outstanding teacher, has received superior evaluations, has been in the rank of associate professor for five (5) years, and has a doctorate from a regionally accredited institution of higher education. In the absence of a doctorate, the faculty member must have been in the rank of associate professor for seven (7) years. Individuals not promoted to the rank of professor will continue to advance on the salary scale of the associate professor rank until they reach the maximum of the salary scale.

4. Promotion of Technical Instructor

- a. If a faculty member has been employed as a Technical Instructor, a plan for her/his promotion to the rank of Technical Professor I will be developed by the faculty member and the Department Chairperson within the first semester after the initial employment and approved by the appropriate Dean. In the event the faculty member, Department Chairperson and the appropriate Academic Dean cannot agree on an appropriate plan, the Vice President for Academic Affairs will attempt to resolve the impasse. If she/he cannot, the faculty member shall be promoted only when she/he meets the requirements set forth under Section A.1, 2 and 3 of this Article.
- b. Plans prepared under the provisions of Section A. above may be subsequently modified by agreement of the faculty member, Department Chairperson and the appropriate Academic Dean, but educational experiences taken before the development of the original plan, or afterwards but not incorporated into the plan, may not be considered for the purposes of promotion.
- c. The provisions of Section 1.a of this Article do not apply to faculty members in technical ranks.

5. Promotion to Technical Professor II and III

- a. Plans for the promotion of faculty members in the technical ranks will be developed in accordance with the applicable provisions of Section A. 4 of this

Article.

B. Procedures

1. Faculty members seeking consideration for promotion to a higher rank shall notify Department Chairpersons and the appropriate Academic Dean, or in the case of library faculty, the Dean of Learning Resources. Faculty promotion requests will be considered twice each year to accommodate faculty hired mid-year; requests submitted on or before April 15 shall be considered for promotion effective January 1 of the next calendar year, following a November 15 announcement; requests submitted on or before October 15 shall be considered for promotion effective July 1 of the next calendar year, following a May 15 announcement date. Failure to give such written notification shall be considered to be an automatic waiver of such consideration.
2. The salary and rank at which a faculty member is hired will be the base for consideration of subsequent promotions.

C. Clarification of "Teaching Effectiveness" and "Professional Growth"

1. Teaching effectiveness is the prime criterion for promotion of teaching faculty. Professional effectiveness shall be the prime criterion for promotion of Library faculty. The Department Chairperson, the appropriate Academic Dean and the President will use all appropriate means to determine fairly the relative effectiveness of individual teachers. The Dean of Learning Resources, the Vice President for Academic Affairs and the President will use all appropriate means to determine fairly the relative effectiveness of individual professional library faculty. Consideration will be given to information received on student evaluation forms and to observations made during class visits by the Department Chairperson and by the appropriate Academic Dean.
2. Subordinate to teaching effectiveness or professional effectiveness but contributing to the evaluation of a faculty member for promotion are the following:
 - a. Productive scholarship (as evidenced, for example, by the publication of articles or books in one's field of specialization, by artistic performance and shows)
 - b. Professional improvement over and beyond the requirements for the promotion sought
 - c. Committee work at the College (to include the supervision of special activities for students)
 - d. Professional activity in one's field of specialization.

ARTICLE XIV EVALUATION

- A. The primary goal of the faculty evaluation process is to foster professional development as well as to serve as basis for the granting of tenure, promotion, and renewal of contract.

- B. All faculty members will be evaluated. Non-tenured faculty will be required to administer the Student Rating of Instruction every semester. Tenured faculty members will administer the Student Rating of Instruction during either the fall or spring semesters. Faculty evaluated using the Student Rating of Instruction (SRI) must complete the evaluations by the end of the semester as appropriate. The Department Chair will share the evaluations with each respective faculty member. The Chair will provide the appropriate academic dean, each year, on or before July 1st, a summary report. All departmental evaluation plans shall provide for the inclusion of student, self-evaluation, and peer evaluation reviews for all faculty members during their first three (3) years after hire. During a faculty member's fourth (4th), fifth (5th) and sixth (6th) year after hire, either the Dean or Department Chairperson or both may require the inclusion of peer and/or student evaluative reviews in the annual evaluation.

Following the sixth (6th) year after hire, Student Rating of Instruction, faculty member self-evaluation and peer and evaluation reviews shall be included in the evaluation of all faculty members every third year, such that the evaluative reviews are included in the evaluations of one-third (1/3) of the faculty in a department each year. Student Rating of Instruction, Chair evaluation and peer evaluation may be included in the annual evaluation of a faculty member on a more frequent basis by mutual agreement between the appropriate Academic Dean and Department Chairperson. All evaluation documentation described above must be submitted to the appropriate academic dean by July 1st each year. The Vice President for Academic Affairs will ensure that all faculty members have been evaluated according to the provisions outlined above.

The Department Chair's responsibilities in the faculty evaluation process are to review the faculty member's peer evaluation, Student Rating of Instruction and self-evaluation. The Department Chair will prepare a written summary evaluation for inclusion in the faculty member's professional file.

- C. Such evaluations shall be conducted in accordance with the special criteria and procedures submitted by the departments and approved by the Evaluation Review Committee and which shall be in conformity with other provisions of this agreement.
- D. A college-wide Evaluation Review Committee is to be composed of three (3) faculty members elected by the faculty and three (3) administrators selected by the President of the College or her/his designee. The Evaluation Review Committee will review and approve departmental plans, conduct research on best practices for faculty evaluations, and modify the required formats for faculty evaluations to maintain the integrity of the process. The Evaluation Review Committee will be convened by the Vice President for Academic Affairs at the beginning of each academic year. At that initial meeting, a Chairperson will be elected and a time frame for the completion of the review process will be established.
- E. Special evaluations such as clinical, laboratory, studio and distance learning evaluations are to be submitted to the Evaluation Review Committee as part of the departmental plan. Any changes to previously approved departmental plans must be submitted to the Evaluation Review Committee by July 1st in order to be approved for use in the following academic year. The criteria and procedures submitted to the Evaluation Review Committee by the departments will not become operative without the approval of said committee. Upon approval, they will be forwarded to the appropriate Academic Dean and the Vice President for Academic Affairs. In case of an impasse regarding a department evaluation proposal by the Evaluation Review Committee, the Vice President for Academic Affairs will meet with a

Faculty Association representative to resolve the impasse.

- F. The Evaluation Review Committee may modify the approved course evaluation instrument, self-evaluation or chair evaluation in either content or method of delivery. The Committee will notify the faculty community of changes within two weeks of any change
- G. Each faculty member will be evaluated on the basis of the criteria and procedures established by the foregoing process.
- H. Each evaluation will be submitted to the appropriate Academic Dean, for review by July 1, annually and then will be filed in the faculty member's professional folder.
- I. The results of any student evaluation of teaching are to be regarded as but one source of information about a faculty member's teaching.

ARTICLE XV GENERAL

A. Identification Cards

- 1. All faculty shall be provided with official identification cards by the College at no cost to the faculty.

A. Tuition Waiver

- 1. General fees or course changes for all full-time faculty members of institutions under the jurisdiction of the Council on Postsecondary Education may be waived when they undertake a regular study program at their own or another institution, the level of eligibility for faculty members being unlimited. The same fee remission applies to legal dependents, only when pursuing courses for credit at the baccalaureate level.
- 2. Tuition waiver is applicable only to full-time non-classified employees of the Council on Postsecondary Education. Waiver of fees shall be limited strictly to tuition. The individual must pay for all other fees, books, supplies, travel, and other expenses. The level of eligibility for members of the bargaining unit shall be unrestricted.
- 3. Tuition waiver only applies to institutions under the jurisdiction of the Council on Postsecondary Education. This waiver applies to the employee's spouse or domestic partner, as defined in RIGL §36-12-1, and dependent children, as defined below, who are pursuing courses in a regular study program for credit at the first baccalaureate level only at any institution, and who are taking courses at one of the three institutions under the Council on Postsecondary Education's jurisdiction. In the event of an employee's death, the tuition waiver benefit shall be provided for those spouses or domestic partners, as defined in RIGL §36-12-1, and dependent children, as defined below, who have been accepted or are enrolled at the time of such death and who maintain continuous enrollment. For purposes of this policy, "dependent children" is intended to refer to a child, as defined in Internal Revenue Code §§ 117(d), 132(h), and 152(f)(1), of the eligible employee, for whom the eligible

employee is entitled to claim and does claim a dependency deduction on their federal personal income tax return under Internal Revenue Code Section 152, including Section 152(e), or both of whose parents are deceased and who has not attained age 25.

4. An employee must provide evidence of marriage, domestic partnership, or dependency in order to receive a tuition waiver hereunder.
 5. However, pursuant to RIGL §16-97.7 no eligible employee of the Council on Postsecondary Education, his or her spouse, domestic partner or dependent children, shall receive a tuition waiver as a result of employment status with the Council on Postsecondary Education without first consenting to the public disclosure of the existence and amount of the waiver. This applies to any waiver at the Community College of Rhode Island, Rhode Island College, and/or the University of Rhode Island.
 6. To be eligible to receive a tuition waiver for any semester or session at an institution under the Council's jurisdiction, an employee of the Council on Postsecondary Education must be a full-time employee of the date of the first day of classes for that semester or session.
 7. If an employee is an otherwise "eligible employee" but is on leave without pay, neither the employee nor his or her spouse or domestic partner, as defined in RIGL §36-12-1, or dependent children are eligible for tuition waiver unless specifically approved by the institution.
 8. Tuition waivers are not applicable to non-credit courses.
- B. The Association shall be consulted when the College calendar is being prepared.
- A. **Reimbursement for Use of Personal Automobile**
1. Members of the bargaining unit who are required to use their automobiles in the performance of prior approved official duties will be reimbursed in accordance with State Travel Regulations. Expenses will be allowed only from the assigned campus location.
- E. Department Chairperson shall seek input and advice from department members in the development of department budget proposals.
- F. In the event that faculty engage in outside employment it is understood that any and all use of College personnel, facilities, services or equipment in conjunction with a faculty member's outside consulting must be approved by the College in writing in advance of such use; and that arrangements for the use of College personnel, facilities, services or equipment shall provide for reimbursement of cost and overhead to the College at such sums as determined by the appropriate Academic Dean in consultation with the Chairperson, unless specifically authorized by the Vice President for Academic Affairs.

ARTICLE XVI ALTERATION AGREEMENT

- A. It is hereby agreed that any alteration or modification of this Agreement shall be binding upon

the parties hereto only if agreed to in writing by both parties.

- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XVII DUES DEDUCTION

- A. Membership in any employee organization may be determined by each individual employee. Members of the Union shall pay dues, fees, and assessments as determined by the Union.
- B. The State Controller shall, upon certification of the exclusive organization, deduct bi-weekly from said employee's salary said amount and remit the same to the treasurer or designee of the exclusive bargaining organization. The State shall not deduct dues, fees, or assessments for membership in any other Union.
- C. The State recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the State agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.
- D. The appointing authority shall give written notice to the Treasurer and President of the Union of all new employees within the bargaining unit who become eligible for membership in the CCRIFA. Said notice shall be given monthly and shall include the employee's name, address, and, date of hire.
- E. The State will discontinue such deductions if notified by the Association in writing. In the event the State receives such notification by an employee, it shall refer the employee to the Association. The Association is fully responsible for any objection by an employee regarding their dues, fees, and assessments deduction.
- F. The Union shall indemnify and save the State harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the State in reliance upon the Union's representation that its dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.
- G. The State agrees that it shall forward twice each year to the National Education Association Rhode Island and the CCRIFA President, Treasurer, and Secretary, the list of bargaining unit members for the local union and their mailing addresses. The first list shall be forwarded no later than ten days following January 30 and the second list shall be forwarded no later than ten days following September 30, during each year of this Agreement.

ARTICLE XVIII NO STRIKES OR LOCKOUTS

- A. The Association and its members will not cause, call or sanction any strike, work stoppage, or

slowdown, nor will the Council lockout its employees during the term of this Agreement.

- A. It is agreed that all provisions of this Agreement are binding on each of the employees covered by this Contract.

**ARTICLE XIX
SAVINGS CLAUSE**

Should any provisions of this Agreement, or any application thereof, be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.


**ARTICLE XX
TERMINATION OF AGREEMENT**

This Agreement shall be effective as of the 1st day of July 2018 and shall remain in full force and effect until the 30th day of June 2021.

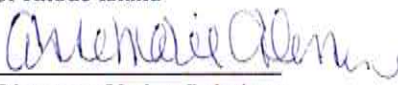
It shall be automatically renewed from year to year thereafter commencing the 1st day of July, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

- A. In the event that such notice is given negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.
- B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

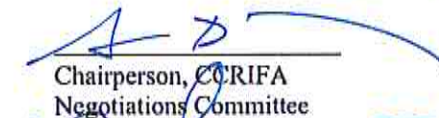
- A. In Witness Whereof, the parties have set their hands this _____ day of _____,

_____, 2019

Chairperson
Council on Postsecondary Education


President, Community College
of Rhode Island


Director of Labor Relations
Council on Postsecondary Education


President, NEA/CCRIFA


Chairperson, CCRIFA
Negotiations Committee


Deputy Executive Director
NEARI/NEA

APPENDIX A

All full time teaching and research faculty employed at all campuses of the Community College of Rhode Island, consisting of instructors, assistant professors, associate professors, professors, department chairpersons, librarians with faculty status and technical instructors (grades 1 and 2) but excluding the presidents, vice presidents, deans, associate deans, assistant deans, registrars, Dean of Learning Resources, placement officer, Director of Computer Resource Center, lecturers in data processing, librarians who do not have library degrees and faculty employed to replace other faculty on leave of absence.

The following is the agreement reached to settle the question concerning representation filed on behalf of the Community College of Rhode Island Faculty Association:

1. Full time and part time faculty who are paid in whole or part by state funds through federal grants will be included in the bargaining unit.*
2. Members of the bargaining unit on leaves of absence will continue to be included in the bargaining unit and will have Association dues deducted from salary they receive from the state.
3. Temporary employees hired to replace faculty on leaves of absence will not be included in the collective bargaining unit.
4. Part time continuing faculty paid with state funds shall be included in the bargaining unit.

*Faculty employed on federal grants, represented by NEA/CCRIFA do not have bumping rights should their grants expire. However, they will be granted an interview and given special consideration should they apply for and be qualified for a new or vacant position within the collective bargaining unit.

**APPENDIX B
Salary Schedule**

Academic Year 2018-2019 (increase 1/1/2019)

	2018-2019 Minimum	2018-2019 Maximum
Instructor	\$33,984	\$54,360
Assistant Professor	\$37,742	\$77,389
Associate Professor	\$57,743	\$92,617
Professor	\$71,973	\$105,652

Promotion Increments

Assistant Professor	\$863
Associate Professor	\$1,253
Professor	\$1,659

Academic Year 2019-2020

	2019-2020 Minimum	2019-2020 Maximum
Instructor	\$34,834	\$55,719
Assistant Professor	\$53,000	\$79,324
Associate Professor	\$59,187	\$94,932
Professor	\$73,772	\$108,293

Promotion Increments

Assistant Professor	\$885
Associate Professor	\$1,284
Professor	\$1,700

Academic Year 2020-2021

	2020-2021 Minimum	2020-2021 Maximum
Instructor	\$35,705	\$57,112
Assistant Professor	\$54,325	\$81,307
Associate Professor	\$60,667	\$97,305
Professor	\$75,616	\$111,000

Promotion Increments

Assistant Professor	\$907
Associate Professor	\$1,316
Professor	\$1,743

There shall be a general across the board increase of 2.5 percent effective January 1, 2019. Thereafter, there shall be a general across the board increase of 2.5 percent effective July 1, 2019, and another general across the board increase of 2.5 percent on July 1, 2020.


2. Faculty appointments will be for the academic year unless otherwise specified.
3. The academic year begins with a faculty meeting within one (1) week prior to the first day of classes and ends on Commencement Day.
1. Faculty members selected for a calendar year appointment shall receive an additional twenty (20) percent of their academic year salary as of July 1.
2. For the 2018-2021 contract, no member of the bargaining unit shall be affected by the contractual maximums.
3. Promotional stipends will be applied in the following order:
 - a. Apply overall percent salary increase per Contract.
 - b. If necessary, bring to the minimum of the new rank.
 - c. Apply the promotional stipend.

LETTER OF UNDERSTANDING

#1

Daytime Course Assignment

During the term of the 2018-2021 Contract, in the event that a faculty member is assigned by the Dean to teach a daytime course pursuant to the provisions of Article VII, C, of said Contract, she/he will receive full compensation therefore in accordance with the payment policies and procedures of the College.



For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI

1/31/2020

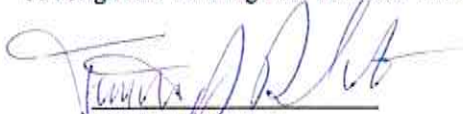
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LETTER OF UNDERSTANDING

#2

President/Vice-President Teaching Load

During the term of the 2018-2021 Contract, the Community College of Rhode Island agrees that the President and Vice President of the Community College of Rhode Island Faculty Association shall not be assigned a teaching load in excess of nine (9) contact hours each semester.



For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI




Date

LETTER OF UNDERSTANDING

#3

Sabbatical Leave Total

During the term of the 2018-2021 Contract, no more than five (5) percent of the total full-time faculty will be awarded sabbatical leave during an academic year.

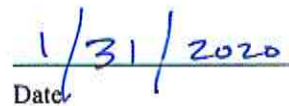


For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI



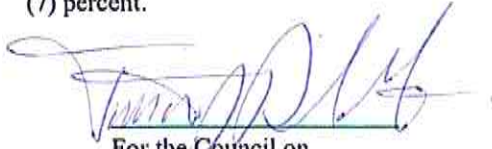
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LETTER OF UNDERSTANDING

#4

Sabbatical Leave % Discretion

For the years of 2018-2021, the Vice President for Academic Affairs may, in her/his exclusive discretion, grant sabbatical leaves in excess of the five (5) percent limitation up to a maximum of seven (7) percent.

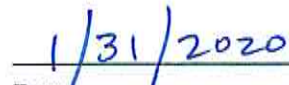


For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI



Date


LETTER OF UNDERSTANDING

#6

Grants

Consistent with federal, state and local laws and regulations, regular full time faculty, who, with the approval of the administration, prepare proposals for the federal, state, foundation or corporate grants which are funded may be compensated therefore by a one-time payment from grant funds only (if such payment is permitted) at the rate of one-half (1/2) percent of the amount funded up to a maximum of fourteen hundred dollars (\$1400). Said payment will not be added to the salary base.

2. Consistent with federal, state and local laws and regulations and with the terms of the grant, regular full-time faculty may, with the approval of the administration, participate in grant activities. When they do so, they may:
 - a. Receive released time from their regular teaching load (provided the cost of a replacement is covered by the grant), or;
 - b. Receive compensation at a rate agreed upon by the faculty member concerned and the administration, except that if she/he teaches courses under the grant which are listed in the section of the College Catalogue entitled "course descriptions" she/he shall be paid at the rate for evening, summer and weekend courses. All compensation paid under this section will be paid only from grant funds, will not exceed the amount the faculty member could have earned by teaching six (6) hours of evening and/or weekend and shall be in lieu of such teaching.



For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI



Date

LETTER OF AGREEMENT

#7


Program Director Compensation

- A. For the duration of the contract, 2018-2021, Directors of the following programs will be paid annual supplements in the amount of \$3,000 for responsibilities which are unique to the position of Program Director:

Director of the Medical Laboratory Technology Program
Director of the Dental Hygiene Program
Director of the Dental Assistant Program
Director of the Radiography Program
Director of Phlebotomy
Director of Occupational Therapy Assistant Program
Director of Physical Therapist Assistant Program
Director of Rehab Health
Director of Fire Science
Director of Therapeutic Massage
Director of Histotechnician Program
Director of Diagnostic Med. Sonography
Director of Respiratory Therapy
Director the Optical Program

The supplement shall not be part of the Program Director's base salary and must be relinquished when she/he vacates the position.

No person presently serving as a Program Director shall have his/her stipend reduced as a result of this provision.



For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI



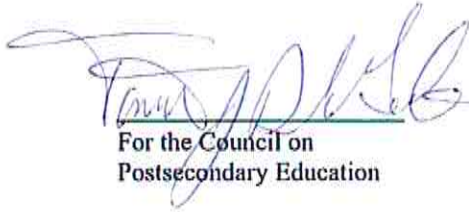
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LETTER OF AGREEMENT

#8

Martin Luther King Holiday

The parties agree that the holiday in honor of Martin Luther King as designated by the General Assembly shall be a holiday for members of the bargaining unit during the Contract.



For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI

Date

1/31/2020

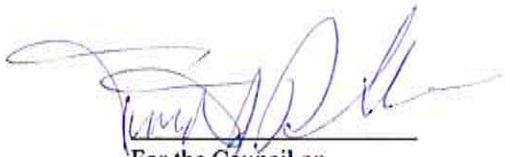
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LETTER OF UNDERSTANDING

#9

Faculty Development Fund

During each year of the term of the 2018-2021 contract, twenty-five thousand dollars shall be made available by the college for faculty development. The faculty development fund will be administered by the existing Faculty Travel and Development Committees.



For the Council on
Postsecondary Education

Date



For CCRIFA/NEARI

Date

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MEMORANDUM OF AGREEMENT

#11

Theatre, ESL, Study Skills Load

The parties agree to the following workloads:

A. Theatre Faculty:

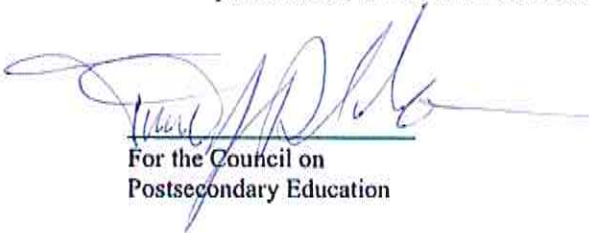
1. Theater faculty shall be assigned a maximum of twelve (12) clock hours per semester.
2. For Theatre faculty, the twelve (12) clock hour maximum shall be met by an assignment of nine (9) clock hours per semester, plus two (2) productions per semester.
3. A "production" shall be defined as a theatrical presentation which normally includes such activities as review and selection of plays, research and script analysis, auditioning and casting, scheduling and conducting rehearsals, directing, creation and preparation of scenic, costume, lighting and sound designs, publicity and promotion, etc. In the case of student-directed productions, a faculty mentor oversees and advises the student directors in the execution of their various activities.

B. ESL Faculty:

1. ESL faculty shall be assigned a maximum of twelve (12) clock hours per semester, of which the standard assignment shall be one six-credit writing course, along with two additional three credit non-writing courses, for a workload of three courses per semester. However, the foregoing standard assignment may be subject to modification due to course offerings with the approval of the dean and shall consist of one six-credit writing course and one six-credit non-writing course, for a workload of two courses per semester.
2. For ESL faculty, English 1300 and English 1090, both of which are six- credit courses, shall be deemed writing courses.
3. For ESL faculty, English 1070, and English 1080, both of which are six-credit courses, shall not be deemed writing courses.
4. For ESL faculty, English 0312, which is a three-credit course, shall not be deemed a writing course.

C. Reading and Study Skills Faculty:

1. Reading and Study Skills faculty shall be assigned a maximum of twelve (12) clock hours per semester, which will include one three-credit writing course.


For the Council on
Postsecondary Education

Date


For CCRIFA/NEARI


Date

MEMORANDUM OF AGREEMENT

#12

Art Department Studio Load

The parties agree as follows:

1. A faculty member in the Art Department teaching exclusively studio art classes will maintain a fall/spring regular load total of 30-32 clock hours for the Academic Year, averaging 15-16 clock hours per semester. The distribution of clock hours will include one semester of twelve (12) clock hours for regular load, and one semester of eighteen (18) clock hours as regular load.
2. For those semesters in which a faculty member is teaching eighteen (18) clock hours, such clock hours shall be deemed regular load;
 - a. For those semesters in which a faculty member is teaching eighteen (18) clock hours as part of a regular load, a faculty member may teach additional course(s) for a maximum of six (6) clock hours as overload. Additional overload requires an exception approved by the Dean and VP for Academic Affairs.
3. For those semesters in which a faculty member is teaching twelve (12) clock hours, such clock hours shall be deemed regular load;
 - a. For those semesters in which a faculty member is teaching twelve (12) clock hours, a faculty member may teach additional course(s) for a maximum of twelve (12) hours of overload. Additional overload requires an exception approved by the Dean and VP for Academic Affairs.
4. The terms set forth in Paragraphs 2, 2.a, 3, and 3.a are exclusive to those faculty members teaching six (6) clock hour studio courses in the Art Department.
5. Nothing in this Memorandum of Agreement shall be construed as an interpretation of any terms of the collective bargaining agreement between the Association and the College and neither the Association nor the College will cite this Agreement refer to it in any situation, grievance, arbitration or circumstance whatsoever in the future as precedent, except to enforce its terms.


For the Council on
Postsecondary Education

Date


For CCRIFA/NEARI

1/31/2020
Date